LIMITED ESCAPED LIQUID FUEL LIABILITY
AND PROPERTY REMEDIATION FOR ESCAPED LIQUID
FUEL COVERAGES – MASSACHUSETTS

SCHEDULE

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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Definitions

The definitions applying to Personal Liability Form DL 24 01 apply to this endorsement. In addition, the following definitions are added only with respect to the coverage provided by this endorsement:

1. "Covered real property". The following applies only to the Additional Coverage D. Property Remediation For Escaped Liquid Fuel:
   a. When the policy insures an "insured location" on which a one-, two-, three- or four-family dwelling building, or other structure, owned by an "insured" is located, "covered real property" means:
      (1) A dwelling building used principally for dwelling purposes, including structures attached to that dwelling building;
      (2) An other structure, at the location of a dwelling building, set apart from that dwelling building by clear space or connected to the dwelling building by only a fence, utility line or similar connection. Other structures do not include structures:
         (a) Used in whole or in part for "business". However, we do cover a structure that contains "business" property solely owned by you or a tenant of the dwelling, provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;
         (b) Rented or held for rental to any person not a tenant of a dwelling building, unless used solely as a private garage;
(c) That are grave markers, including mausoleums; or

(d) That are part of the "fuel system";

3. Materials and supplies, owned by an "insured" which are located on or next to a building or structure described in Paragraph A.1.a.(1) or (2). The materials and supplies are to be used to construct, alter or repair such a building or structure;

4. Land owned by an "insured", other than farm land, on which a building or structure described in Paragraph A.1.a.(1) or (2) is located; and

5. Building equipment and outdoor equipment owned by an "insured" that is:
   (a) Used to service a building, structure or land covered under this endorsement; and
   (b) On the "insured location" containing such property; or

b. When the policy insures a residential unit which is owned by an "insured", "covered real property" means:

(1) The alterations, appliances, fixtures and improvements, made or acquired at an insured's expense, which are part of the building contained within such a residential unit;

(2) Items of real property, other than vacant land or farm land, which pertain exclusively to such a residential unit;

(3) Property which is an "insured's" insurance responsibility under a corporation or association of property owners agreement;

(4) Structures owned solely by an "insured", other than a residential unit, on the premises of such a residential unit. Such structures do not include structures:
   (a) Used in whole or in part for "business". However, we do cover a structure that contains "business" property solely owned by you or a tenant of the dwelling, provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;

   (b) Rented or held for rental to any person not a tenant of a residential unit, unless used solely as a private garage;

   (c) That are grave markers, including mausoleums; or

   (d) That are part of the "fuel system"; and

(5) Land owned solely by an "insured", other than farm land, on which:
   (a) A residential unit is located; or
   (b) Structures described in Paragraph A.1.b.(4) are located.

c. "Covered real property" does not include:

   (1) Water; or

   (2) Trees, shrubs, plants or lawns, except to the extent permitted by Paragraph D.3.c. of this endorsement.

2. "Covered personal property". The following applies only to the Additional Coverage D, Property Remediation For Escaped Liquid Fuel:

   a. "Covered personal property" means:

      (1) Personal property:
         (a) Usual to the occupancy as a dwelling;
         (b) Owned or used by you or members of your family residing with you; and
         (c) While on the location of:
            (i) The dwelling building;
            (ii) The residential unit; or
            (iii) An other structure;
                 that you own, or in which you reside as a tenant; or
         
         (2) Building improvements or installations made or acquired at your expense to:
             (a) The dwelling building;
             (b) The residential unit; or
             (c) An other structure;
                 in which you reside as a tenant.
b. "Covered personal property" does not include:

1. Bank notes, bills, bullion, coins, currency, gold other than goldware, silver other than silverware, medals, money and platinum other than platinumware, scrip, stored value cards and smart cards;
2. Accounts, deeds, evidences of debt, letters of credit, manuscripts, notes other than bank notes, passports, personal records, securities, tickets and stamps;
3. Animals, birds and fish;
4. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
5. Watercraft of all types, other than rowboats and canoes;
6. Hovercraft;
7. Data, including data stored in:
   a. Books of account, drawings or other paper records; or
   b. Computers and related equipment;
8. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds; or
9. "Motor vehicles". This includes:
   a. Their accessories, equipment and parts; or
   b. Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of "motor vehicles", including its accessories. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any device or instrument described above.

This exclusion of property shown in Paragraphs (a) and (b) above applies only while the property is in or upon the vehicle or conveyance.

We do cover "motor vehicles" not required to be registered for use on public roads or property which are:
   a. Owned by you or members of your family residing with you and used solely to service:
      i. A building, structure or land insured under this endorsement; or
      ii. That part of the dwelling building or residential unit in which you reside as a tenant;
   b. Water or steam; or
   c. Grave markers, including mausoleums.

3. "Fuel system" means:
   a. One or more containers, tanks or vessels, which:
      1. Are, or were, used to hold liquid fuel that is intended to be used solely for one or more of the following:
         a. To heat or cool a dwelling building, other structure or residential unit;
         b. To heat water;
         c. To cook food; or
         d. To power "motor vehicles", or watercraft owned by an "insured" and not used primarily for "business";
   b. Are, or were, located:
      a. On "covered real property";
      b. At the location of the dwelling building or residential unit; or
      c. On an "insured location";
   c. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in Paragraph 3.a.;
   d. Filler pipes and flues connected to one or more containers, tanks or vessels described in Paragraph 3.a.;
   e. A boiler, furnace or water heater, the fuel for which is stored in a container, tank or vessel, described in Paragraph 3.a., and which is located:
      1. On "covered real property";
      2. At the location of the dwelling building or residential unit; or
      3. On an "insured location";
e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in Paragraph 3.a.; or

f. A structure that is specifically designed and built to hold the liquid fuel that escapes from one or more containers, tanks or vessels described in Paragraph 3.a.

A "fuel system" does not include any fuel tanks that are permanently affixed to a "motor vehicle" or watercraft listed in Paragraph a.(1)(d) above.

B. Liability Coverages

Limited Escaped Liquid Fuel Liability Coverage

1. With respect to "bodily injury" or "property damage" described in Paragraph B.2. below, the coverages provided by Liability Coverages, Coverage L – Personal Liability and Coverage M – Medical Payments To Others in DL 24 01, and the Limits Of Liability stated on the Declarations page, or elsewhere in this policy, do not apply.

2. This coverage applies if a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" involving the escape of fuel from a "fuel system". However, this limited coverage does not apply to an "occurrence" of fire or explosion that results from such escaped fuel. Damages resulting from such an "occurrence" of fire or explosion are subject to the Coverage L Limit of Liability of the policy to which this endorsement is attached.

NO OTHER ESCAPED LIQUID FUEL LIABILITY COVERAGE APPLIES UNDER THIS POLICY EXCEPT AS PROVIDED IN THIS PARAGRAPH B.2.

3. If coverage applies as stated in Paragraph B.2. above, we will:

a. Pay up to the Limit Of Liability stated in the Schedule for damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and

b. Provide a defense at our expense by counsel of our choice even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the Limit Of Liability stated in the Schedule for damages resulting from "bodily injury" or "property damage" described in Paragraph B.2. above has been exhausted by payment of a judgment or settlement.

4. With respect only to applying the provisions of this coverage as described in Paragraph B.2. above, "bodily injury" or "property damage", caused in whole or in part by an "occurrence" described in Paragraph B.2. above, shall be deemed to have been caused solely by such an "occurrence" regardless of any other covered cause or event contributing to the "bodily injury" or "property damage".

5. The Additional Coverages in DL 24 01 apply with respect to this coverage as described in Paragraph B. above.

6. The Conditions in DL 24 01 apply with respect to this coverage as described in B. Liability Coverages above except as provided in Paragraph C. Liability Conditions below.

C. Liability Conditions

With respect to coverage described in Paragraph B. Liability Coverages above:

1. Conditions D. Duties Of An Injured Person – Coverage M – Medical Payments To Others and E. Payment Of Claim – Coverage M – Medical Payments To Others of DL 24 01 are deleted; and

2. Condition A. Limit Of Liability with respect to the provisions of this endorsement is replaced by the following:

Limit Of Liability

Our total liability for all damages resulting from an "occurrence" of "bodily injury" or "property damage" during the policy period will not be more than the Limit Of Liability stated in the Schedule. This is the most we will pay regardless of the:

a. Number of locations insured under the policy to which this endorsement is attached;
b. Number of persons injured;
c. Number of persons whose property is damaged;
d. Number of "insureds"; or
e. Number of claims made.

D. Additional Coverages

The following Additional Coverage is added:

Property Remediation For Escaped Liquid Fuel

1. With respect to an "occurrence" of an escape of liquid fuel from a "fuel system" which an "insured" first discovers or learns of during the policy period, we will pay up to the Limit Of Liability shown in the Schedule for loss or expense described in Paragraph D.3. below.

2. The limit shown in the Schedule for this coverage is the most we will pay for all loss or expense payable per "occurrence" under Paragraph D.3. below regardless of the:
   a. Number of locations insured under this policy that contain a dwelling building, residential unit or other structure; or
   b. Number of claims made.

3. Loss Or Expense Covered

This coverage pays for:

a. Loss to:
   (1) "Covered real property"; or
   (2) "Covered personal property";
caused directly or indirectly by the escape of such fuel from a "fuel system";

b. The expense you incur to:
   (1) Take temporary measures to stop the further escape of such fuel from any part of the "fuel system";
   (2) Retard or stop the spread of escaped liquid fuel;
   (3) Clean up, remove or treat loss to:
       (a) "Covered real property"; or
       (b) "Covered personal property";
   (4) Test, monitor or assess the effects of the escape of liquid fuel in, on or away from "covered real property":
       (a) As required by law; or
       (b) In response to a request, demand or order by a governmental authority or court of law.

We will pay for such expense only if it results from the same escape that is payable under Paragraph D.3.a. or b.(1), (2) and (3) above;

c. Loss to trees, shrubs, plants or lawns:
   (1) At the location of the dwelling building, residential unit or other structure shown in the Schedule; or
   (2) If otherwise covered under the policy; but only if there is loss or expense caused by the same escape which is payable under Paragraph D.3.a. or b. above. However, we will not pay more than an amount equal to 5% of the Limit Of Liability shown in the Schedule for the total of all loss to trees, shrubs, plants or lawns. No more than $500 of this amount will be payable for any lawn or any one tree, shrub or plant. We do not cover property grown for "business"; and

d. Additional Living Expense, but only when DL 24 01 and this endorsement are attached to a property insurance policy that includes the Basic, Broad or Special Coverage Form.

(1) Additional Living Expense means any necessary increase in living expenses you incur, so that your household can maintain its normal standard of living, if the escape of liquid fuel:
   (a) Results in loss or expense payable under Paragraph D.3.a. or b. above; and
   (b) Makes that part of the dwelling building or residential unit where you reside not fit to live in.
(2) Payment for Additional Living Expense will be for the shortest time required:

(a) To make that part of the dwelling building or residential unit where you reside fit to live in; or

(b) For your household to settle elsewhere, if you permanently relocate.

This period of time applies even if it extends past the expiration date of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

(3) The following coverages in the property insurance policy do not apply to the coverage provided under this Paragraph D. Property Remediation For Escaped Liquid Fuel:

(a) Coverage D – Fair Rental Value;

(b) Any Coverage E – Additional Living Expense; and

(c) Other Coverages, Paragraph E.5. Rental Value (Basic Coverage Form) and Paragraph F.5. Rental Value and Additional Living Expense (Broad and Special Coverage Forms).

This Additional Living Expense is included in the Limit of Liability that applies to the property remediation for escaped liquid fuel. If the amount to be paid for the property remediation plus the Additional Living Expense is more than the Limit of Liability for the property remediation for escaped liquid fuel, an additional 20% of that limit is available for such Additional Living Expense.

5. Loss Or Expense Not Covered

We will not pay:

a. For any diminution or reduction in the market value of any:

(1) "Covered real property"; or

(2) "Covered personal property";

whether or not such property is damaged;

b. For any damages resulting from the loss of or reduction in value of a pending sale of:

(1) "Covered real property"; or

(2) "Covered personal property";

c. To replace any fuel;

d. For any expense to:

(1) Demolish or remove; or

(2) Repair, replace, rebuild or restore; any part of a "fuel system", other than those expenses provided for in Paragraph D.3.a. or b. above; or

e. For any damages that result from an escape from:

(1) One or more containers, tanks or vessels that are, or were, used to hold liquid fuel and are part of a "motor vehicle" or watercraft; or

(2) Related lines or parts that are, or were, connected to a "motor vehicle" or watercraft.

6. When DL 24 01 and this endorsement are attached to a property insurance policy that includes either the Special Coverage Form or the Basic or Broad Form with or without the Special Coverage Endorsement:

a. The Perils Insured Against Paragraph 2.c.(8)(e) in the Special Coverage Form or the Special Coverage Endorsement does not apply to the extent that coverage is provided by this Property Remediation For Escaped Liquid Fuel Coverage;

b. The General Exclusions and Other Coverages in the property insurance policy apply to this Property Remediation For Escaped Liquid Fuel Coverage; and
c. The Conditions in such property insurance policy apply to this Property Remediation For Escaped Liquid Fuel Coverage except as provided in Paragraph E. Conditions – Property Remediation For Escaped Liquid Fuel below.

E. Conditions – Property Remediation For Escaped Fuel

With respect to loss or expense described in Paragraph D. Additional Coverages above, if this endorsement is attached to a property insurance policy:

1. Condition A. Policy Period is deleted; and

2. Condition H. Other Insurance And Service Agreement (I. in the Basic Form) is replaced by the following:

   Other Insurance, Service Agreement And Government Funds

   If loss or expense covered in Paragraph D. Additional Coverages above is also covered by:

   a. Other property insurance policy, we will pay only the proportion of the loss or expense that the Limit of Liability that applies under this endorsement bears to the total amount of property insurance covering the loss or expense;

   b. A service agreement, this Property Remediation For Escaped Liquid Fuel Coverage is excess over any amounts payable under any such agreement. Service Agreement means a "fuel system" service plan, property restoration protection plan, or similar service or warranty agreement, even if it is characterized as insurance; or

   c. A government fund, we will pay only the proportion of the loss or expense that the Limit of Liability that applies under this endorsement bears to the total amount payable for the loss or expense to the extent permitted by law.

All other provisions of the policy not specifically modified by this endorsement apply.